

**MIRANDA SAMBURSKY SLONE SKLARIN VERVENIOTIS LLP**

MICHAEL A. MIRANDA*
STEVEN VERVENIOTIS
ONDINE SLONE
NEIL L. SAMBURSKY*
RICHARD S. SKLARIN*

MAURIZIO SAVOJARDO
MARK R. OSHEROW*
COUNSEL

WRITER'S DIRECT DIAL:
516-741-7755

WRITER'S E-MAIL:
MMIRANDA@MSSSV.COM

THE ESPOSITO BUILDING
240 MINEOLA BOULEVARD
MINEOLA, NY 11501
TEL (516) 741-7676
FAX (516) 741-9060

WWW.MSSSV.COM

BRANCH OFFICES:
WESTCHESTER, NY
NEW YORK, NY
CLARK, NJ

TODD HELLMAN*
NIR M. GADON
CRAIG H. HANDLER
ROBERT E.B. HEWITT
BRIAN S. CONDON*
MICHAEL D. NERI
ANDREW G. VASSALLE
KELLY M. ZIC
SHEEL D. PATEL*
KYLE M. MITCHELL

* ALSO ADMITTED IN NEW JERSEY
* ALSO ADMITTED IN CONNECTICUT
* ALSO ADMITTED IN FLORIDA
* RESIDENT IN WESTCHESTER

May 9, 2013

VIA FACSIMILE (212) 805-0426
Honorable Laura Taylor Swain
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

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Re: Rie Akashi v. Azix, Inc.
Docket No. 12-CV-9279 (LTS)(RLE)
Our File No. 12-250

Dear Judge Swain:

We represent the plaintiff in the captioned FLSA/retaliation action. The parties have reached a settlement in principle, including the FLSA claims. However, the issue of whether the proposed settlement agreement can require confidentiality remains contested by the parties. As such, the plaintiff requests that the Court decide this issue at its earliest convenience so that the parties can proceed with execution of the proposed settlement agreement.¹

Defendants have requested that this matter be treated as a private settlement such that the Court would so order a Rule 41 stipulation of dismissal. They have contended that this would allow confidentiality. Plaintiff's position is that the case law in this District mandates that FLSA settlements be public, and expressly forbids confidentiality. Wolinsky v. Scholastic, 2012 WL2700381 (July 5, 2012, S.D.N.Y. Judge Furman); see also Chapman-Green v. Icahn House West, 2013 WL474352 (January 24, 2013 S.D.N.Y. Magistrate Dolinger).

¹ Unfortunately, the parties' counsel could not agree on the exact verbiage of this letter, and thus, while it is believed that the defendants' counsel would also want Your Honor to expeditiously decide this issue, plaintiff can not formally speak for them at this time.

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The defendants rely upon Picerni v. Bilingual, 2013 WL646649 (February 22, 2013 E.D.N.Y. Judge Cogan). That Judge did allow confidentiality where the case had been settled on the basis of an Offer of Judgment.

The plaintiff's objection to the private settlement concept stems solely from the Southern District case law's prohibition. Even after the case law was pointed out to the defendants, they have continued to insist that the settlement be confidential. As such, this issue is ripe for judicial determination.

Thank you for your attention to this issue.

Respectfully submitted,

MIRANDA SAMBURSKY SLONE SKLARIN VERVENIOTIS LLP



Michael A. Miranda

cc: Kimberly Klein, Esq. (Via Facsimile)